to put the work in the condition the contract called for. *Ashley* v. *Henahan, supra.* More often it is said that the defendant shall be allowed full compensation for all damages suffered. *Aetna Iron & Steel Works* v. *Kossuth County,* 79 Ia. 40. In many cases the *quantum* of allowance would be the same. But in others, as in the principal case, where the expense of remedying the breach is decidedly out of proportion to the good attained, the rule of damages becomes vital. To apply the strict rule would be to admit the doctrine of substantial performance in words but deny it in substance. For full discussion see 2 WILLISTON ON CONTRACTS, § 842, and 24 L. R. A. (N. S.) 327.

EASEMENTS—EXTINGUISHMENT BY VOLUNTARY DESTRUCTION OF SERVIENT TENEMENT.—In 1852 the owners of adjacent lots constructed thereon a three-story building having a common entrance, stairways, and landings as sole means of access to the upper stories. Petitioner (for registration of land title), who has derived title to one of the lots, now proposes to remove his part of the building and rebuild without provision for continuing the existing access to the respondent's part. *Held,* although respondent has an easement through petitioner's building, gained by prescription, the easement may be extinguished by the voluntary destruction of the servient tenement. *Union Nat. Bank of Lowell* v. *Nesmith,* (Mass., 1921), 130 N. E. 251.

It is well settled that destruction of the servient tenement without fault of the owner extinguishes the easement. *Shirley* v. *Crabb,* 138 Ind. 200. That voluntary destruction has the same effect appears rather startling. The majority holding in the instant case is based on *dicta* in *Hubbell* v. *Warren,* 8 Allen 173, and *Cotting* v. *City of Boston,* 201 Mass 97, and the court's finding as to the intentions of the parties, viz., that the right should remain only so long as each party should desire to maintain his part of the building. It may be doubted seriously if the parties intended any such speculation. Some reasonable men, at least, would not care to leave the sole means of access to two-thirds of a building to the pleasure of an adjoining land owner. In the principal case, perhaps, no great loss was suffered by the respondent because of the age of the building, but the result would be the same apparently if the building were newly constructed. If the court had found for the respondent in respect to the intended duration of the easement the somewhat similar case of *Adams* v. *Marshall,* 138 Mass. 228, would indicate the likelihood of the respondent getting money damages rather than equitable protection of his easement. Seemingly the best explanation of the case lies in the settled hostility of the Massachusetts courts toward easements in structures. *McKenna* v. *Eaton,* 182 Mass. 346; *Walker* v. *Stetson,* 162 Mass. 86; *Allen* v. *Evans,* 161 Mass. 485.

EASEMENTS—SCOPE OF—RIGHTS IN ICE ON MILL-POND.—Defendant had a right to flowage over the plaintiff's land. Plaintiff had been accustomed to harvesting the ice forming thereon. The defendant with malice and with the sole intent of preventing the plaintiff from harvesting the ice opened the